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17 Attorneys for Plaintiff

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19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA

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22 Karen Moe Humphreys, No. C 04 3808 SI
23 Plaintiff, STIPULATION AND ORDER RE
24 v. DISCLOSURE OF CONTRACT FOR
25 LEGAL SERVICES

26 Regents of the University of California, University
27 of California, Berkeley, Department of
28 Intercollegiate Athletics and Recreational Sports,
Steve Gladstone, in his individual and official
capacity, and Mark Stevens, in his individual and
official capacity,

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Defendants.

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30 WHEREAS, Defendants have requested a copy of the contract for legal services
31 between Plaintiff and Sinclair Law Office, and

32 WHEREAS, Plaintiff's agreement with Calvo & Clark LLP is not yet finalized, and this
33 Stipulation and Order shall apply to her agreement with Sinclair Law Office only, and

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35 Humphreys v. Regents of University of California, et al.
36 STIP. & ORDER RE CONTRACT FOR LEGAL SERVICES

1 WHEREAS, Plaintiff has asserted claims of privilege under California Business and
2 Professions Code § 6149, and does not believe that the contract has any relevance, and is not
3 likely to lead to relevant evidence, unless and until there is a claim for attorneys fees, and

4 WHEREAS, Defendants believe that disclosure of the agreement may promote
5 settlement in the case, and

6 WHEREAS, Plaintiff is willing to make the agreement available on an "eyes only"
7 basis with the understanding that disclosure will not constitute a waiver of any assertion of
8 privacy, confidentiality, privilege or relevancy,

9 IT IS STIPULATED that:

10 1. Plaintiff's contract for legal services with Sinclair Law Office will be provided to
11 counsel for Defendants in this action as a "Confidential" document under the stipulated
12 Protective Order with the additional protections set forth below;

13 2. The attorneys for Defendants may review the contract for legal services but may not
14 disclose the agreement or the contents thereof to their clients or to any other attorneys
15 representing the Regents of the University of California, including but not limited to the Office
16 of the General Counsel;

17 3. By providing the contract for legal services, Plaintiff does not waive any claim of
18 privacy, confidentiality, privilege or relevancy, as to any communications related to the
19 contract for legal services and does not waive any claim of privacy, confidentiality, privilege
20 or relevancy, with respect to any other matters relating to services rendered in this matter.

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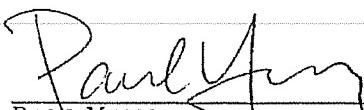
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1 4. If Plaintiff prevails in this action and there is a subsequent claim for attorneys fees,
2 Defendants may make a new request for the agreement and this stipulation and order will not
3 apply to that request.

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5 9/29/05
6 DATE

PAUL YANG
7 Lafayette & Kumagai
Attorneys for Defendants

ANDREW THOMAS SINCLAIR
8 DATE

9 Sinclair Law Office
Attorneys for Plaintiff

10 ORDER

11 Pursuant to the above stipulation of the parties,
IT IS SO ORDERED.

12 DATED: _____

13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
LAWDOCS\Humphreys_Karen\Stipulations & Agreements\Stip & Order re Fee Agreement.2.wpd

